

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



## HOLIDAY PROVISION

FOR

**LANDSCAPE/IRRIGATION LABORER/TENDER**  
**LANDSCAPE/IRRIGATION LABORER**  
**LANDSCAPE HYDRO SEEDER**  
**LANDSCAPE/IRRIGATION TENDER**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA  
BARBARA, AND VENTURA COUNTIES

102-X-14

## LANDSCAPE MASTER AGREEMENT

Between

**THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS  
and its affiliated Local Unions**

and

**CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC.**

THIS AGREEMENT entered into this 1st day of October, 2003, by and between the CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC. (Association), on behalf of their eligible members, hereinafter referred to as the Contractor., and the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Unions in the twelve Southern California Counties, hereinafter referred to as the Union.

### ARTICLE I RECOGNITION

The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees of the Contractor, signatory hereto, over whom the Union has jurisdiction. Upon being presented with signature cards showing that a majority of the Contractor's employees covered by this Agreement have designated the Union as their exclusive representative for purposes of collective bargaining, the Contractor shall furnish to the Union a letter granting to the Union such recognition. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers, or any employees of the Contractor above the rank of foreman. Master mechanic is defined as any person performing mechanical work on a full-time basis such as maintaining and repairing tractors and motor vehicles and who performs no landscape work.

The Union hereby recognizes the Association as the sole and exclusive collective bargaining representative for all present and future members, and/or other Contractors who may designate the Association as their exclusive bargaining representative, who are engaged in work covered by the Agreement.

The term "Union" as used herein, shall refer to the Southern California District Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. The term "Local Union," as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the agreement.

The Contractor shall advise any transferee, purchaser, or successor employer of the Contractor of the existence of this Agreement, and the successor shall continue to be bound by

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Contractor shall be liable for the Union's attorney fees, audit costs, payments to the employees of the difference between that which they were paid and the amount to which they were entitled, interest to the employees from the date that the amounts were due at the highest legal rate, and 10% liquidated damages if delinquent, 20% liquidated damages if lawsuit has to be filed, to the Union on the total amount, or \$500.00, whichever is greater.

3. Upon a finding by the Union's auditor of a second violation, the Contractor shall lose the benefit of any wage provision of any agreement providing for the payment of less than the construction rate from the date the violation occurred and for the remainder of the Project, in addition to the remedies contained in Section 2, above.

#### ARTICLE XI STEWARD

A. A steward or stewards shall be a working employee, appointed by the business representative of the Local in whose area the work is being performed, who shall in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Contractor agrees to allow stewards a reasonable amount of time for the performance of such duties. The Union shall notify the Contractor of the appointment of each Steward. In no event shall a Contractor discriminate against a Steward or lay him off, or discharge him without mutual consent of the Local involved. If a Contractor and the Local involved do not mutually agree to the termination of a Steward, then this matter shall be referred to the procedure as provided in Article X. If a Steward is laid off without notifying the Business Representative and the above procedure is not followed, the Contractor shall pay the Steward his regular wages for all days lost by this layoff.

The Steward is to receive grievances or disputes from employees of his craft and shall immediately report them to his Business Agent who shall immediately attempt to adjust said grievance or dispute with the Contractor or his representative.

If the grievance or dispute is not satisfactorily adjusted by the Business Agent and the Contractor or his representative within three (3) days, either party may refer the matter to the grievance procedure provided in Article X.

B. The Contractor agrees and understands that the Steward is not a representative of the Union, but of the employees on the job on which the Steward is employed. The sole grant of authority to the Steward by the Union is set forth in Paragraph A, above. The Steward has no other authority expressed or implied, granted by the Union.

#### ARTICLE XII HOLIDAYS

The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the Laborers' holiday

overtime rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger. At such a time as Federal laws designate certain of the foregoing holidays to be celebrated on Monday, the same shall apply to this Agreement.

#### ARTICLE XIII EXISTING AND OTHER AGREEMENTS

A. The Union agrees that should it suffer, permit or enter into a contract, agreement, understanding or condition with any employer, or group of employers, on job site construction work within the territory covered by this Agreement, which contract, agreement or understanding is more favorable to that employer or group of employers than the terms herein set forth, such more favorable terms shall immediately be deemed to have been incorporated into this Agreement and applied to Contractors doing that type, or similar work as an employer, or group of employers, to whom the more favorable terms have been granted, provided that the Contractor complies with all of the terms and conditions of the contract containing more favorable terms. The foregoing shall not apply to "special conditions" as set forth hereafter in Sections B or C.

B. In the event the Union establishes "special conditions" for work covered by this Agreement, those special conditions shall be made available to the Contractor or individual Contractors who wish to perform the designated work in the same locality. The provision of this paragraph will not apply to Special Project Agreements which may be negotiated in any area covered by this Agreement.

C. The Union will promptly notify the Contractor in writing of any amendment, modification, exception or addendum of this Agreement which might be negotiated in any area covered by this Agreement between the Union, an individual employer or group of individual employers.

D. The provisions of this Article will not apply to special projects or job site agreements which may be negotiated in any area covered by this Agreement.

#### ARTICLE XIV TERM, TERMINATION AND RENEWAL

The term of this Agreement shall be from October 1, 2003 to July 31, 2008, and for additional periods of one (1) year thereafter unless sixty (60) days prior to July 31, 2008 or any subsequent July 31st, either party shall give written notice to the other party by ordinary mail of its desire to modify, amend or negotiate changes and terminate.

A former or suspended member of the Association shall be bound by any renewals, modifications, extensions of this Agreement or any new agreement succeeding this Agreement, unless he gives the Association signatory hereto and the Union at least sixty (60) days' written notice prior to July 31, 2008 and July 31st of any subsequent year, of his intent not be bound by any new or renewed agreement.